

# Alternatives to Detention Support Subgrant Application

Title II Formula Grant

South Dakota Department of Corrections

**APPLICATION DUE: June 6, 2023**

Applicants with original signatures must be submitted and received by the Department of Corrections by the close of business on **June 6, 2023**. Faxed and emailed applications will not be accepted. Submit complete applications to:

*John Stewart  
Department of Corrections  
3200 East Highway 34  
Pierre, SD 57501-5070*

Funding under this application is non-competitive and not guaranteed to each applicant. The application narrative and budget must be approved by both the SD Department of Corrections and the Council of Juvenile Services. If approved, the application content will be presented to the Office of Juvenile Justice and Delinquency Prevention for their approval of any addition of program purpose areas that may be needed to support the approved plan.

## SECTION 1. APPLICANT INFORMATION

<b>Applicant: Hughes and Stanley Counties</b>		
Address: 104 East Capitol Avenue		
City/State/Zip: Pierre, SD 57501		Phone: 605-773-7462 Fax: 605-773-7460
Email: Lacey.Boxley@co.hughes.sd.us	Federal Employer or Payee Identification Number (FEIN):	
<b>Project Director Name: Jessica LaMie</b>		<b>Title: Hughes County State's Attorney</b>
Agency: Hughes County State's Attorney Office		Address: 104 East Capitol Avenue
City/State/Zip: Pierre, SD 57501		Phone: 605-773-7462 Fax: 605-773-7460
Email: Jessica.LaMie@co.hughes.sd.us		
<b>Please indicate the name of the service(s) implemented:</b> Youth Diversion Coordinator Position and JDAI Services		

<b>Project Title:</b>	JDAI/Diversion Coordinator
<b>Requested Project Period:</b>	July 1, 2023 – June 30, 2024

## SECTION 2. PROJECT BUDGET

The Council of Juvenile Services will award or not award funding based the extent to which program design addresses a recognized need and whether the proposal is financially responsible and efficient. Funds will be paid through a reimbursement process for items specifically outlined and approved in the application.

**Applicants may apply for up to \$70,000.**

**Non-supplanting Requirements:** Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds. The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

<b>A. Personnel</b>		<b>TOTAL</b>
Diversion Coordinator Salary		\$48,000.00
Employee Fringe Benefits		\$10,128.48
	<b>TOTAL</b>	\$58,128.48
<b>B. Contracted Services</b>		<b>TOTAL</b>
Glory House Electronic Monitoring		\$1,500
Advent eLearning Module		\$6,000
	<b>TOTAL</b>	\$7,500
<b>C. Travel and Per Diem</b>		<b>TOTAL</b>
Traveling to Quarterly Coordinators Convening		\$2,526.26
	<b>TOTAL</b>	\$2,526.26
<b>D. Equipment</b>		<b>TOTAL</b>
Cell Phone Bill		\$545.00
	<b>TOTAL</b>	\$545.00
<b>E. Operating Expenses</b>		<b>TOTAL</b>



Incentives (\$10 gift cards x75)	\$ 750
10% Indirect Costs	\$ 4,800
<b>TOTAL</b>	<b>\$5,550</b>
<b>Total Project Budget -- Combined totals for all columns</b>	<b>\$74,249.74</b>

NOTE: If there is a change in the above budget, programs will need to request an amendment to their budget. All amendments must be requested in writing **prior to the expenditure of funds.**

### **SECTION 3. BUDGET NARRATIVE**

In the space provided, explain the relationship between budgeted items listed in Section 2 and project activities. Include information (data and criteria) as to how you arrived at budget estimates. Discuss all items by category and in full.	
<b>Personnel Narrative</b> - Explain how the compensation and expenses were calculated, duties of the position, and any other information about personnel of the project. If proposed funding covers more than one position, you must identify the duties and estimated percent of time for duties that directly relate to the successful implementation of the program(s).	
<b>Position #1:</b>	<b>JDAI/Diversion Coordinator</b>
<b>Justification for the position :</b>	Continue with ongoing efforts to enhance Juvenile Detention Alternatives in Hughes/Stamley County by utilizing juvenile diversion, case management, data tracking/analysis, referrals to community based programming, organization of community stakeholders, and lead collaboration to develop alternatives in Hughes/Stamley County. This will also reduce racial and ethnic disparities in the juvenile justice system, reduce recidivism, reduce juvenile detention population, provide alternatives to detention. Continue to decrease number of youths being held in detention which will also minimize youth contact with the court system.
If the position is <b>existing staff</b> , explain how duties associated with this award are <b>outside the current scope</b> of their position and a provide a <b>plan</b> explaining how all duties associated with the position will continue to be provided and funded during this award:	This would be a second year continuation from the services that were enhanced and/or implemented in previous years grant cycles.
Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>	
1. JDAI Coordination	Estimated % Time 25
2. Diversion services and coordination	50
3. Referrals, data tracking and analysis	25
4.	
<b>Wage/Salary:</b>	\$48,000
<b>Benefits:</b>	Health Insurance (\$10,128.48), and Retirement (6% of salary)
<b>Position #2:</b>	NA
<b>Justification for the position :</b>	



If the position is **existing staff**, explain how duties associated with this award are **outside the current scope** of their position and a provide a **plan** explaining how all duties associated with the position will continue to be provided and funded during this award:

Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>		Estimated % Time
1.		
2.		
3.		
4.		
Wage/Salary:		
Benefits:		

**Please attach additional sheets for more than 2 positions**  
**SECTION 3. BUDGET NARRATIVE CONTINUED**

**Contracted Services Narrative** - Explain the consultant fees, consultant expenses, contracted services, the cost per service/per youth being served, how the cost for services was calculated, and the process that would be or has been conducted to select the consultant. **Contracted services fees cannot exceed \$650 per day.**

<b>Consultant #1:</b>	Glory House
Consultant Fees:	Varies. \$7.50 per day of monitor ONLY while being used.
Contracted Service:	Electronic monitoring systems and overview
Selection Process:	Based on services and price point
<b>Consultant #2:</b>	NA
Consultant Fees:	
Contracted Service:	
Selection Process:	

**Travel and Per Diem Narrative** – Explain the calculation of travel costs for travel **outside the home jurisdiction**, (travel must be calculated at current state rates (\$0.51 per mile and \$40 per diem), how the expenses are directly related to the implementation of the project, and if out-of-state travel is anticipated, give particulars (i.e., location, state, dates, purpose, cost).

<b>Purpose of Travel:</b>	<b>3 regional meetings to Rapid City, SD. The intention is to bring state/local JDAI involved members together for a conference for a Statewide JDAI Convening in Rapid City, SD. We will learn about other JDAI reform efforts and strategies from leaders across South Dakota and potentially Nebraska. Total projected cost to include lodging, travel, and per diem.</b>
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$1,026 \times \$0.51 = \$523.26$ $4 \times \$40.00 = \$160.00$ $Hotel: 3 \times \$75.00 = \$225.00$	
<b>Purpose of Travel:</b>	<b>1 National Conference that would provide great learning opportunities such as programming ideas, Evidence Based Practices, and learning from other jurisdictions.</b>
$Airfare - \$700.00$ $3 \times \$56.00 = \$168.00$ $Hotel: \$750.00$	
<b>Equipment and Operating Expenses Narrative</b> – Explain the supplies and equipment costs directly related to the implementation of the program or project. You must be specific regarding the items in which you intend to use federal funding. For example, a budget item of “office expenses” will not be accepted as these items must be detailed. You need to identify what you anticipate for office expenses and list each item and the estimated costs. Items not specifically outlined will not be eligible for reimbursement.	
<b>Equipment</b> – List nonexpendable items that are to be purchased and show how you calculated these costs. Nonexpendable equipment is tangible property having a useful life of more than 2 years.	
<b>Operating Expenses</b> – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment) and show how you calculated these costs. Generally, supplies include any materials that are expendable or consumed during the course of the project.	
Annual Cell Phone Billing - \$545.00	
10% indirect costs associated with the administration and facilitation of the JDAI program including but not limited to conference and classroom space, office supplies, postage, copy machine ink/toner, paper products and training materials)	
Incentives (\$10 gift cards x75) - \$750.00	

## **SECTION 4. APPLICATION NARRATIVE**

### **Technical Requirements**

Applications will be reviewed initially for compliance with technical requirements. Noncompliance with these requirements may result in the application being deemed non-responsive, and therefore, not acceptable to award.

1. The Alternatives to Detention Support Application is limited to thirty (30) standard 8.5 x 11 pages with one inch margins, excluding attachments.
2. Applications must be typewritten in 12-point Times New Roman font and must be double-spaced.
3. Applications must be bound using a binder clip. Do not staple or submit applications in three-ring binders.
4. Applications must be single sided, not duplexed.
5. Pages must be numbered sequentially.
6. The application must contain original signatures.



Please provide a description, in the order listed below, of each component requested. Clearly present each topic, separated by subject headings. The narrative includes the following sections:

- A Project Abstract and Demonstration of Need;
- B Community Readiness;
- C Alignment with South Dakota JDAI Implementation;
- D Strategy for Implementation;
- E Project Performance Measures and Evaluation;
- F Description of Project Geographic Boundaries; and
- G Target Population.

#### **A. PROJECT ABSTRACT AND DEMONSTRATION OF NEED**

Hughes/Stanley County is seeking to continue to expand diversion services, alternatives to detention and staff time to assist with JDAI coordination. The goal is that Hughes/Stanley County will continue to expand their continuum of services to benefit the outcome of system involved youth at every decision point. With addition of staff time dedicated to JDAI Coordination, data will be collected at all decision points so informed decisions can be made by the JDAI collaborative to promote juvenile justice program efficacy. At the front end, diversion services will continue to be expanded. In addition, diversion coordination will continue to include working with community partners to further build upon existing services and relationships while utilizing data to assess needs in the community. We will continue to build on alternatives to detention with the youth in Hughes/Stanley County. Since December of 2022, I have had 15 successful completions within Diversion and close to 15 more juveniles on track to complete in the near future.

#### **B. COMMUNITY READINESS**

Describe your community's readiness to adopt or continue to implement alternatives to detention strategies specifically describing the following:

Hughes/Stanley County has been a JDAI site for over a year. The JDAI collaborative includes the juvenile judge, juvenile prosecutor, state's attorney, sheriff, detention administration, high school administration, local service providers, court services, county commission, and law enforcement. The juvenile prosecutor is actively involved with JDAI in Hughes/Stanley County and has been since the inception of its implementation.

Pierre/Fort Pierre currently utilizes non-secure and secure detention in Hughes/Stanley County; however, we are in the beginning phases of exploring the idea of a reception center. Hughes/Stanley County is currently working on a conditional release option which would aid in keeping our youth in the community. The JDAI collaborative is supportive of efforts to expand conditional release options in the community and we are progressing in implementing an evening reporting center, reception center, electronic monitoring and conditional release.

The goal of this position is to expand upon current services to offer diversion services to all levels of youth entering the system. The State's Attorney's Office, the county commission,



Sheriff's office, juvenile judge, juvenile prosecutor, Police Department and superintendent of the Pierre/Stanley County school district fully support this effort.

Please see the attached letters of support which indicates the stakeholder agencies willingness to adopt and support the additional JDAI strategies within Hughes/Stanley County.

Please attach letters of commitment from key leaders and partners describing their support and willingness to continue to collaborate with you to implement alternatives to detention.

### **C. ALIGNMENT WITH SOUTH DAKOTA JDAI IMPLEMENTATION**

1. Include a summary of how your project would align with the following JDAI values:

The average daily population (ADP) in Hughes County (2022) for youth in detention was 2.87 and Youth of Color was 1.71. The average length of stay was 18.64 days and 18 days for Youth of Color for 2022. Hughes/Stanley County's override rate in 2022 was 24 and 17 for Youth of Color. Hughes/Stanley County is working on a conditional release option to continue lowering this number and keeping youth in the community. With the goal of providing access to a continuum of services, including culturally responsive programming, Hughes/Stanley County will decrease the overrepresentation of youth of color in detention and increase successful diversion outcomes for youth of color. The goal of expanding diversion options is to eliminate existing barriers such as transportation and ability to pay for services.

Grant monies will be utilized for staff time to be dedicated specifically to JDAI/Diversion Coordination. This will include data tracking ability to determine the success of implemented diversion programs and alternative to detention. Data will be presented to the local JDAI collaborative on a quarterly basis to help guide decision making. The Unified Judicial System intends to continue to support the position with training opportunities such as the national JDAI conference, continued JDAI site visits, and participation in more Positive Youth Development curriculums.

### **D. STRATEGY FOR IMPLEMENTATION AND SUSTAINABILITY**

Describe your strategy for implementing and sustaining the chosen plan (including goals, objectives, and a timetable) for the following:

1. Mobilizing the community to assume responsibility for alternatives to detention through involving various sectors;
  2. Obtaining resources to aid in implementing the chosen plan;
  3. Coordinating the implementation of the chosen plan; and
  4. Sustaining the plan following funding under this sub grant.
- I. The Diversion Coordinator will continue to participate in monthly JDAI and Diversion Coordinators calls throughout the grant period.



- II. The Diversion Coordinator will hold JDAI collaborative meetings at least quarterly to implement the goals identified on the JDAI work plan.
  - a. The Diversion Coordinator will present data at each meeting to ensure the collaborative is using data to drive the decision making progress.
  - b. The Diversion Coordinator will also survey the collaborative to ensure that community is being represented and that various entities are being represented at the meetings.
- III. The Diversion Coordinator will hold Risk Assessment Instrument training for Law Enforcement to ensure every officer has received the same training on the use of the tool.
- IV. The Diversion Coordinator will work with Pierre/Stanley County Schools to formalize the Truancy Diversion Program by December of 2023.
- V. The Diversion Coordinator will continue to identify and verbalize gaps in services that are in existence.
  - a. The Diversion Coordinator will continue to research new ideas for diversion and expand on existing diversion programming.
  - b. The Diversion Coordinator will work with local community partners, not limited to existing collaborative, to increase and broaden community resources.
- VI. The Diversion Coordinator will continue to track and enhance data collection capabilities.
- VII. The Diversion Coordinator will participate in local government meetings when necessary to promote youth justice work.
  - a. The Diversion Coordinator will provide community education around adolescent brain development and the harmful effects of incarcerating youth to gain community buy-in about the program.
  - b. The Diversion Coordinator will provide updates to the Hughes/Stanley County Commissioners on the progress being made throughout the grant period.

#### **E. PROJECT PERFORMANCE MEASURES AND EVALUATION**

Performance measure reports will be required consistent with individual program goals, federal reporting requirements, and any information identified by the Council of Juvenile Services and the Department of Corrections.

For the purpose of this grant application, describe the following:

- 1. Ability to collect data from public institutions and record data in a spreadsheet; and
- 2. Ability to collect and provide juvenile specific information.

Hughes/Stanley County is working with law enforcement, the State's Attorney's Office, and the local detention center to collect arrest, diversion, average length of stay and average daily population data. Data will be disaggregated by gender, race, and ethnicity. Hughes/Stanley County is currently tracking ALOS and ADP and will provide this to the JDAI collaborative. The JDAI/Diversion coordinator for Hughes/Stanley County has access to up to date RAI data through the Unified Judicial System's JRAI data reporting system.



## F. DESCRIPTION OF PROGRAM GEOGRAPHIC BOUNDARIES

The JDAI/Diversion Coordinator position will serve youth, families, and community stakeholders in urban and rural Hughes/Stanley County. According to the 2021 census, the population of Hughes County is 17,694 and the population of Stanley County is 3,032 (a new census is currently being done but is not complete at this time). The Kids Count data center estimates that the 2021 population of youth aged 10-17 (youth that could be served by this grant) is 2,019 in Hughes County and 343 in Stanley County.

## G: TARGET POPULATION

Provide an overview of the participants eligible for participation through using the table below.

Target Population Details (Place an “X” in the box to the <i>left</i> of all those that apply)							
Race(s):			Offender Type(s):			Geography:	
x	American Indian/Alaskan Native		x	At-Risk Population (no prior offense)		x	Rural
x	Asian		x	First Time Offenders		x	Suburban
x	Black/African American		x	Repeat Offenders		x	Tribal
x	Hispanic or Latino (of any race)		x	Sex Offenders		x	Urban
x	Other Race		x	Status Offenders		Age:	
x	White/Caucasian		x	Violent Offenders		x	Under 11
Sex:		Referral Source:				x	12-13
x	Female	x	School	x	Court System	x	14-15
x	Male	x	State’s Attorney	x	Other_____	x	16 -18

The target population is youth under the age of 18 (and their families), who have had contact with the juvenile justice system or who are at risk of having contact with the juvenile justice system. Target populations for detention reform may also include youth of color, females, and youth with school/truancy offenses, domestic assaults on a family member, warrants, and homeless youth.

The goal is to prevent or divert youth involvement in the juvenile justice system and to eliminate or minimize disproportionate minority contact. This project will focus on prevention and intervention for youth engaging in behaviors putting them at risk for justice system involvement. The JDAI collaborations in the county will work to create an effective, fair and efficient system that produces positive outcomes for youth, families and communities while protecting public safety.

## SECTION 5: CONFLICTS OF INTEREST, SPECIAL CONDITIONS AND ASSURANCES

### **Council of Juvenile Services Conflict of Interest Identification**

Please identify which Council of Juvenile Services Members, if any, appear to have a conflict of interest with your application and provide a brief narrative explaining the potential conflict of interest.

A council member derives a direct benefit from the contract if one or more of the following is true of the member, the member's spouse, or a person with whom the member lives with and commingles assets:

- 1) Has a five percent ownership or other interest in an entity that is a party to the contract;
- 2) Derives income, compensation or commission directly from the contract or from the entity that is a party to the contract;
- 3) Acquires property under the contract; or
- 4) Serves on the board of directors of an entity (including a nonprofit) that derives income or commission directly from the contract or acquires property under the contract.

“Direct benefit” does not include gain from a contract based solely on the value of a council member’s investment in an entity that is a party to the contract, if that investment represents less than a five percent ownership in the entity. It also does not apply to contracts or transactions where the council member only benefits from an act of the Council of Juvenile Services that has general application, such as a decision by the Council of Juvenile Services to increase or decrease a fee that many South Dakotans pay.

#### **List Current Members**

Beth O’Toole, Chair and Professor at the University of Sioux Falls;  
Sara McGregor-Okroi, Vice-Chair and Director of Aliive-Roberts County.  
Dadra Avery, School Counselor at Sturgis Brown High School;  
Pat Bad Hand, Rosebud Sioux Tribe Detention Center;  
Mason Best, Youth Member;  
Judge Tami Bern, First Judicial Circuit Judge;  
Keegan Binegar, Youth Member;  
Kristi Bunkers, Department of Corrections Director of Juvenile Services;  
Kim Cournoyer, Service Provider at Great Plains Psychological Associates;  
Charles Frieberg, Director of Trial Court Services;  
Tiffany Glaser, Department of Social Services JJRI Program Manager;  
Daniel Hagggar, Minnehaha County States Attorney;  
Cindy Heiberger, Former Minnehaha County Commissioner;  
Doug Herrmann, Executive Director of The Club for Boys;  
Sheriff Brad Howell, Codington County Sheriff;  
Angela Lisburg, Avera Saint Mary’s Hospital;  
Dave McNeil, Aberdeen Police Department Chief;  
Betty Oldenkamp, Chair and CEO of Lutheran Social Services;  
Tierney Scoblic, Youth Member; and  
Cassidy Wright, Youth Member.



## Special Conditions and Assurances

The following information contains the general conditions and assurances as necessary for recipients of funding awarded under this application. Please note that final assurances and conditions may be different than those stated below based on the composition of the individual program. Signatures under this section indicate that the applying agency understands that a successful subgrant award under this application you will be subject conditions and awards comparable to those as follows and that failure to adhere to outlined conditions and assurances may result in suspension or termination of the award.

### General Award Conditions:

1. The Subgrantee agrees to comply with all Formula Grant program requirements.
2. The Subgrantee agrees to follow the JDAI model and strategies.
3. The Subgrantee agrees to obligate and expend the grant amount within the subgrant award period.
4. The Subgrantee agrees to provide all program reports that are requested by the SD Department of Corrections or the Office of Juvenile Justice and Delinquency Prevention by their due date as requested.
5. The Subgrantee agrees to provide all Performance Measure Data and Program Specific data to the SD Department of Corrections.
6. The Subgrantee agrees to request reimbursement on a monthly basis and for only those expenditures outlined in the application approved by the SD Department of Corrections. Claims sheet and all supporting documentation must be submitted within 30 days of the end of the month that the services were paid.

**Assurances:** The Subgrantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F. R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The Subgrantee also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. The subrecipient's conflict of interest policy is to be provided to the SDDOC upon request for review.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement and will be solely responsible for obtaining current information on such requirements. It will comply with all lawful requirements imposed by the awarding agency, specifically including applicable regulations 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 46, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e));



The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); The Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disability Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

If a governmental entity -

- a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
7. It will provide language services for limited English proficiency (LEP) individuals as needed in order to provide services as covered under this award in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
  8. Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)."
  9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," subrecipients are encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
  10. Any website that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages, and on any pages from which the visitor may access or use a web-based services "This web site is funded through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, the web site."

**Equal Employment Opportunity Plan (EEOP):** Pursuant to 28 C.F.R. §§ 42.301-.301, applicant must take one of the following actions: either submit an EEOP to the SDDOC for submission to the Office for Civil Rights (OCR) for review, maintain an EEOP on file, or submit an EEOP Certification form to the SDDOC for submission to the OCR in order to monitor the subrecipients compliance with the EEOP requirement.

**Non-supplanting Requirements:** Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds. The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

**Audit Requirement:** Acceptance of this grant award requires the subgrantee organization or governmental entity to include this subgrant in the scope of their regularly scheduled annual or biennial audit. The audit must be conducted in accordance with the appropriate OMB Circular (A-128, A-133, A-102/Common Rule). If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website



**Termination Provision:** This Agreement may be terminated by the SDDOC hereto upon thirty-(30) days written notice. In the event the applicant/subgrantee breaches any of the terms or conditions hereof, the SDDOC may terminate this Agreement at any time with or without notice. If termination for such default impacts the SDDOC, any payments due to the applicant/subgrantee at the time of termination may be adjusted to cover any additional costs to the SDDOC because of the applicant/subgrantee's default. Upon termination, the SDDOC may assume the responsibility for the project or may award another party funds to complete the work under this Agreement. If after termination for default by the applicant/subgrantee it is determined that the applicant/subgrantee was not at fault, then the applicant/subgrantee shall be paid for eligible services rendered and expenses incurred up to the date of termination.

**Insurance Provision:** The Subgrantee, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- o Commercial General Liability Insurance: The Subgrantee shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than **\$1 million** for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- o Professional Liability Insurance or Miscellaneous Professional Liability Insurance: The Subgrantee agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than **\$1 million**.
- o Business Automobile Liability Insurance: The Subgrantee shall maintain business automobile liability insurance or equivalent form with a limit not less than **\$1 million** for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
- o Worker's Compensation Insurance: The Subgrantee shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the Subgrantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to the State. The Subgrantee shall furnish copies of insurance policies if requested by the State. Such insurance shall contain no special limitations or exclusions as they may relate to this agreement.

**Default Provision:** This Agreement depends upon the continued availability of federal funds awarded to the SDDOC and appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds rejections, this Agreement will be terminated by the State. Termination for any of these reasons is not default by the State nor does it give rise to a claim against the State. Failing to provide monthly reimbursement and quarterly progress reports may result in termination of the subgrant award.

**Amendment Provision:** This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

**Venue Clause:** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

**Subcontractors Provision:** The Subgrantee may only use subcontractors to perform the services as outlined in their approved grant proposal. Any additional subcontracts or awards may only be granted with the express prior written consent of the State. The Subgrantee will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Subgrantee will cause its subcontractors, agents, and employees to comply, with



applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

**Subgrantee Agreement:** It is understood and agreed by the Subgrantee that any grant received as a result of this application shall be subject to the Special Assurances and Conditions and other policies, regulations, and rules issued by the Department of Justice for the administration of grant projects under (P.L. 100-690) including, but not limited to, the following:

1. Competitive bids must be obtained for all equipment, construction and contracted services applications, as required by applicable local, state, or federal law or regulations.
2. If any agency other than the applicant is to contribute supporting or local funds, the Applicant must document the contribution.
3. Any funds awarded under one subgrant cannot be used in another.
4. Expenses or expenditures for items not listed in the original budget will not be reimbursed. Variances from the approved budget will require a budget amendment approved in advance by SD Department of Corrections.
5. All applicants are subject to federal, state, and local laws and regulations.
6. The Subgrantee shall not obligate any funds until the SD Department of Corrections formally awards subgrant.
7. The Subgrantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
8. Reimbursement of expenses is contingent upon submission of monthly financial reports.
9. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of SD Department of Corrections and OJP.
10. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with federal money, and 2) the dollar amount of federal funds for the project or program.
11. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, disability, or age against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs and to the SD Department of Corrections.
12. The Subgrantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Subgrantee to be responsible for or defend against claims of damages arising solely from acts or omissions of the State, its officers or employees. Nothing in this Agreement shall be construed as a waiver of sovereign immunity or consent to jurisdiction in any court other than the courts of the Unified Judicial System of the State of South Dakota.

**State of South Dakota Grant Subrecipient Attestation:**

If awarded, the subgrantee will attest to meeting the following requirements per SDCL 1-56-10:

1. A conflict of interest policy is enforced within the subrecipient's organization;
2. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the subrecipient's website;



3. An effective internal control system is employed by the sub recipient's organization; and
4. If applicable, the sub recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the sub recipient's website.





## SECTION 6. SIGNATURES


The officials who certify this document agree to adhere to all terms and conditions relating to this application. Duplication of responsibilities by one individual for any position listed below is NOT acceptable.

### Original Signatures are Required

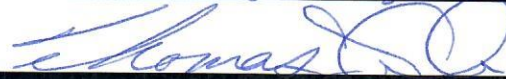
#### County Commission Chair

Name	 Rudy Brown	Title	VC
Address	28668 Tree Farm Rd	City/State/Zip	Pierre SD 57501
E-mail		Phone	605-222-3513
Signature		Date	5-26-23

#### B. Project Director

Name	Jessica LaMie	Title	States Attorney
Address	104 E. Capitol Avenue	City/State/Zip	Pierre SD 57501
E-mail	Jessica.Lamie@co.hughes.sd.us	Phone	605-773-7460
Signature		Date	5/18/2023

#### C. Financial Officer

Name	THOMAS OLIVA	Title	FINANCE OFFICER
Address	104 E CAPITOL AVE	City/State/Zip	PIERRE SD 57501
E-mail	Thomas.Oliva@co.hughes.sd.us	Phone	773-7451
Signature		Date	5/18/2023

#### D. Other Official

Name		Title	
Address		City/State/Zip	
E-mail		Phone	
Signature		Date	



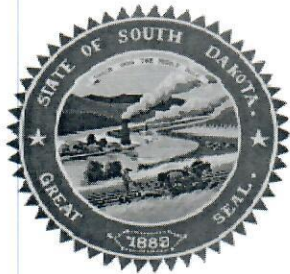
## **SECTION 7. ATTACHMENTS**

**Description of Attachments** – Identify and describe the significance of all additional materials you include as attachments. Please limit additional materials to items such as program effectiveness documentation; pertinent letters of support or commitment; research documentation; resource documentation; and any other materials. Attach all additional documents following this page.

<b>Attachment 1</b>
Letter of Support from Deputy State's Attorney, Brian Murphy.
<b>Attachment 2</b>
Letter of Support from Chief Court Services Officer, Jessica Miller.
<b>Attachment 3</b>
Letter of Support from Finance Officer, Thomas Oliva.
<b>Attachment 4</b>
Letter of Support from Stanley County MS/HS Principal, Curt Littau.
<b>Attachment 5</b>
<b>Attachment 6</b>

**ENCLOSE RELEVANT ATTACHMENTS AFTER THIS PAGE**





**OFFICE OF THE STATE'S ATTORNEY**  
**HUGHES COUNTY, SOUTH DAKOTA**

**JESSICA LAMIE, STATE'S ATTORNEY**  
104 E. Capitol • Pierre, SD 57501  
Tel. (605) 773-7462 • Fax (605) 773-7460

**CASEY DEIBERT**  
CHIEF DEPUTY STATE'S ATTORNEY

**BRIAN MURPHY**  
DEPUTY STATE'S ATTORNEY

**LAURA C. ROWE**  
DEPUTY STATE'S ATTORNEY

**DENISE RICHARDS**  
VICTIM WITNESS ADVOCATE

May 18th 2023.

To: Lacey Boxley, Hughes County JDAI  
From: Brian Murphy, Deputy State's Attorney Hughes County, SD.  
Re: Letter of Support for grant funding.

Lacey, this letter may be forwarded to any party necessary for furtherance of the Juvenile Diversion Program funding in Hughes County.

I am writing in support of your request for further grant funding for Juvenile Diversion in Hughes County. I have been the primary prosecutor for the Juvenile Docket in Hughes County since October of 2022. In that time I have seen a broad spectrum of Juvenile offenders.

Many of these offenders come from situations that are physically and emotionally strenuous, they are children of broken homes and often times have parents who are addicted to illegal drugs. These Juveniles often have no role model or positive examples of humanity in their lives.

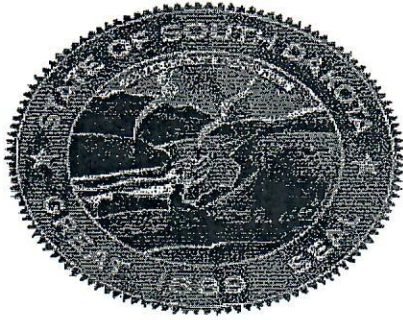
Your excellent administration of this program in Hughes County has brought that positive example to not less than thirty Juveniles since the start of the program here. Each individual that you have successfully guided through the program represents a chance for positive change, the impact you have had on those lives cannot be overstated.

That impact can be quantified in a sense, for each successful discharge of a Juvenile in this county you have imparted them with a sense of self-worth, and knowledge of what a positive role model is.

In financial terms each diverted juvenile saves The County an average of \$303 dollars per juvenile defendant. While the cost savings is significant it is incomparable to the results of the program in an individual light. We return juveniles to the community better prepared to reside in and handle the world that they live in, and give them the resources they need to succeed. The JDAI program is indispensable to the reduction of youth crime and the preventing Juvenile Offenders from continuing the path to adult offenses. \

I would urge anyone reading this letter to consider the positive impact on our Juveniles this program has, and to support this program in any way possible, either monetarily or through active support in the Judicial system, the Legislature, or with the public at large.





## COURT SERVICES DEPARTMENT

Court Services  
PO Box 128  
104 E. Capitol  
Pierre, SD 57501  
Telephone (605) 773-3874  
Fax (605) 773-6491

May 18, 2023

To Whom it may concern,

As Chief Court Services Officer, I write in support of the grant application for the Hughes and Stanley County Diversion and Conditional Release Programs.

The Diversion Program offers opportunities to improve outcomes for youth in our communities, keeping low-risk offenders out of the legal system and allowing Probation services to be utilized with the population most in need.

The Conditional Release Program offers a great addition to our communities to avoid unnecessary detainment of youth while keeping community safety in mind.

Court Services supports these efforts and the benefits they offer the youth we serve.

Sincerely,

Jessica Miller  
Chief Court Services Officer

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### Court Services Department - Mission Statement

*Our mission is to serve the citizens of the State of South Dakota by preventing crime and repairing the harm caused by crime through public safety and crime prevention in the community, accountability and opportunity for positive change of the offender, justice for the victim, and respectful treatment for all involved.*





***Hughes County Finance Office***  
**Treasurer**  
*104 E. Capitol*  
*Pierre, South Dakota 57501-2563*  
605-773-7491  
605-773-7479 Fax  
May 18, 2023

RE: Letter of Support- Youth Diversion Program

Dear Sir or Madam,

As the Finance Officer of Hughes County, I would like to submit this letter of support for the application submitted for the Hughes & Stanley County Alternatives to Detention Grant.

I have seen a real value in this program, and the opportunities it has offered the youth of our communities. With the support of this grant we can continue to impact our local youth in productive and positive ways.

Respectfully,

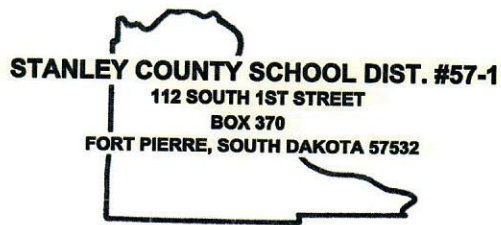
A blue ink handwritten signature that appears to read "Thomas J. Oliva". The signature is fluid and cursive.

Thomas J. Oliva  
Hughes County Finance Officer



Superintendent.....223-7741  
Business Manager.....223-7741  
Administrative Fax.....223-7750

Web Page: stanleycounty.k12.sd.us



Secondary Principal.....223-7741  
Elementary Principal.....223-7741  
High School Fax.....223-7751  
Elementary School Fax.....223-7760  
Special Education Fax.....223-7760

May 22, 2023

To Whom It May Concern:

I thank you for the opportunity to write this letter in support of our Youth Diversion Coordinator and the need for that program in our area. I feel this program can and has positively impacted our youth along with lending aid to our schools for various truancy and behavioral issues.

Sincerely,

*Curt Littau*

Curt Littau, MS/HS Principal  
Stanley County School District  
112 S. First Street  
Ft. Pierre, SD 57532